

**Los Angeles County
Board of Supervisors**

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June 15, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

John F. Schunhoff, Ph.D.
Interim Director

Gail V. Anderson, Jr., M.D.
Interim Chief Medical Officer

**APPROVAL OF LANDSCAPE MAINTENANCE SERVICES AGREEMENT
AMENDMENT FOR HIGH DESERT HEALTH SYSTEM
(5th SUPERVISORIAL DISTRICT)
(3 VOTES)**

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

SUBJECT

To improve health

through leadership,

service and education.

Request approval to extend the term of Agreement with Desert Haven Enterprises, Inc. for the continued provision of landscape maintenance services at High Desert Health System.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Interim Director, or his designee, to execute Amendment No. 4 to Agreement No. H-700234 with Desert Haven Enterprises, Inc. (Desert Haven), effective upon Board approval for the period of July 1, 2010 through March 31, 2011, for the continued provision of landscape maintenance services at High Desert Health System (High Desert), at the current rates listed in the Agreement, for a maximum County obligation of \$102,200 for the nine month term.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendation will allow the Interim Director, or his designee, to sign an amendment, substantially similar to Exhibit I, for the continued provision of needed landscape maintenance services at High Desert. The existing Agreement expires on June 30, 2010.

The Department of Health Services (DHS) previously advised your Board on August 11, 2009, that during the current extension period it would re-examine service levels and update the Agreement's Statement of Work to meet the needs of High Desert. During our review it was determined that Desert Haven does not currently meet one of the seven requirements of Welfare and Institutions (W&I) Code Section 19404 which was the authority used to enter into the Agreement without conducting a competitive solicitation. To meet the requirement, which relates to the makeup of their Board of Directors, Desert Haven's Articles of Incorporation would have to be revised. The Board of Directors for Desert Haven determined that it is not in their best interest to revise them to meet W&I Code Section 19404. Therefore, DHS will need to conduct a competitive Prop A solicitation and recommend an Agreement for your Board's approval in accordance with the Los Angeles County Code. DHS has determined that Desert Haven not meeting the requirement is a technical issue and does not impede the performance or quality of services currently performed at High Desert Health System. The recommended Agreement extension is needed to allow DHS time to complete the Request for Proposals solicitation process and return to your Board for approval of a successor Agreement.

Implementation of Strategic Plan Goals

The recommended action supports Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The Contractor's rates remain at the same rates for the nine month extension period. The total maximum County cost is \$96,935 for routine services and \$5,265 for unscheduled seasonal landscape services, for a total maximum agreement cost of \$102,200 for the nine month extension.

Funding is included in the DHS Fiscal Year (FY) 2010-11 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHS has contracted with Desert Haven for landscape maintenance services since 1981 under the authority of two W&I Code Sections. W&I Code Section 19403 encourages governments to purchase services provided by private non-profit California corporations operating workshops serving individuals with disabilities whenever it is feasible to do so and Section 19404 authorizes governmental units, including counties, to purchase services from private or non-profit corporations which operate workshops for persons with disabilities without requiring advertising or calling for bids, provided the services meet the specifications and needs of the purchasing agency and are purchased at a fair market price. Desert Haven, founded in 1954, is a private non-profit agency that develops, enhances, and promotes the capabilities of persons with developmental disabilities. Desert Haven provides training and community employment services for these individuals in the Antelope Valley and has provided landscape maintenance services at HDHS since 1981.

Routine landscape maintenance services include: the maintenance of turf, flower beds, ground

cover, shrubs, edging, the operation and maintenance of irrigation systems, weed control, and hazard reduction pruning. Unscheduled work includes but is not limited to aerification, fertilization, tree maintenance, pest, and rodent control. Desert Haven continues to provide high quality landscape maintenance services and DHS believes the Desert Haven program provides a valuable role in the Antelope Valley community.

In addition to extending the term of the Agreement, the recommended amendment includes Board-mandated provisions, including the most recent provision – Defaulted Property Tax Reduction Program. Provisions of the Agreement allow the County to terminate for convenience upon 30-calendar days advance notice to the Contractor.

County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended amendment will ensure the continued provision of necessary landscape maintenance services at High Desert Health System.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff", with a stylized, cursive script.

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JFS:pem

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

3. Paragraph 2.0, CONTRACT SUM, is revised as follows:

“2.0 CONTRACT SUM: The total maximum obligation of County for Contractor’s performance of this Agreement from March 3, 2004 through March 31, 2011 shall not exceed Nine Hundred Fifty-Seven Thousand, Two Hundred Fourteen Dollars (\$957,214). The total maximum obligation of County for Contractor’s performance for the period of July 1, 2010 through March 31, 2011 shall not exceed One Hundred Two Thousand, Two Hundred Dollars (\$102,200).”

4. Paragraph 8.60, CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE is added to Agreement as follows:

“8.60 CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit J, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either agreement termination or debarment proceedings or both. (County Code Chapter 2.202)”

5. Paragraph 8.61, TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM is added to Agreement as follows:

“8.61 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM:

A. This Agreement is subject to the provisions of the County’s ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

D. If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this agreement to which it would not otherwise have been entitled, shall:

- Pay to the County any difference between the agreement amount and what the County's costs would have been if the agreement had been properly awarded;

- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the agreement; and

- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting an agreement award."

6. Paragraph 8.62, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, is added to Agreement as follows:

"8.62 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

7. Paragraph 8.63, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, is added to Agreement as follows:

"8.63 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

8. Paragraph 8.64, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE is added to Agreement as follows:

"8.64 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates

entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit J, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either agreement termination or debarment proceedings or both. (County Code Chapter 2.202)”

9. Exhibit B-4 Price Sheet for landscape maintenance services, attached, is added effective July 1, 2010.

10. Wherever Exhibit B is referenced, it shall now also reference Exhibit B-4.

11. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director

DESERT HAVEN ENTERPRISES, INC.
Contractor

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY
COUNSEL

By _____
Signature

Printed Name

By _____
Deputy

Title _____
(AFFIX CORPORATE SEAL HERE)

DesertHavenH-700234-4 5/5/10-SL

DEPARTMENT OF HEALTH SERVICES
PRICE SHEET**SPECIFIC WORK REQUIREMENTS – ROUTINE LANDSCAPE SERVICES**CONTRACTOR: DESERT HAVEN ENTERPRISES, INC.

AGREEMENT NO. H-700234

FACILITY:	SERVICE FREQUENCY*	TOTAL MONTHLY COST
High Desert Health System (High Desert) 44900 N. 60 th Street West Lancaster, California 93536	DAILY	\$10,770.50

* Contractor shall provide all landscape services under the frequencies specified in Statement of Work (SOW) at the cost described herein, unless instructed otherwise in writing. The monthly cost shall be all inclusive and includes but not limited to all administrative costs, labor, supervision, materials, transportation, taxes, equipment and supplies, dumping fees.